

family court, although it is clear that the statute creates no jurisdiction and equally clear that if it is even possible to piecemeal jurisdiction, that it created no forum in which the balance of the allegedly withheld jurisdiction may be exercised.

Alternatively, we are left with South Carolina's intuitive and sensible construction that what the Petitioner now attempts to do is to complain that the original family court judge who entered the order adopting his very own agreement erred by having entered an order that was arguably contrary to the provisions of the USFSPA. The significance is clear. Judicial errors (if in fact one was committed, which the Respondent strongly rejects) must be preserved for appeal by proper notice within thirty (30) days of the entry of the order. The Petitioner is forced into its strained construction by the inescapable reality that he did not so move and therefore the issue he wishes to address is not preserved for consideration.

Adopting Respondent's position requires only two things: first is the simple recognition of the jurisdiction of our family court to resolve disputes regarding retirement accounts to the extent that they were accumulated during the course of a marriage; second is the reaffirmation of the principal that alleged errors of law must be immediately appealed. Adopting the Petitioner's position on the other hand could only result in casting into doubt countless judgments in a number of forums in which the second bite at the appellate argument will come in the form of a cry of "fractionalized jurisdiction." Respondent respectfully requests the court to reject such confusion and deny the relief sought in this appeal.

#### IV. Judicial Errors Should Not Be Disguised in Jurisdictional Clothing

Recognizing the fact that he consented to the division of the property that he shared with his wife and recognizing that his consent and performance had taken place over a period of time that would preclude him from any other method of seeking to attack his own agreement, whether by claiming some type of contractual defense (coercion, duress, mistake, etc.) or by alleging judicial error, the Petitioner has dangerously tied his fortunes in this case to a jurisdictional argument. The Respondent respectfully suggests that "dangerous" is the appropriate word to describe Petitioner's attack when considering the invitation it may create for others who have tired of their agreements and/or judgments rendered against them to return to court outside of the rules for appeal and/or petitions for rehearing based on newly discovered evidence and using instead a "jurisdictional" argument as their key to the courthouse door. Accepting the Petitioner's approach is nothing short of an invitation to others to frame, create ways of couching their displeasure in jurisdictional terms, and in so doing, undermining the certainty of judgments entered perhaps years in the past. The Respondent urges this Court to reject such a precedent and to see this case as simply as she does. The Petitioner made a promise. He consented to the jurisdiction of the South Carolina Family Court to accept that promise. With his consent, the promise was made an order of the court.

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## CONCLUSION

From a jurisdictional point of view, the USFSPA created nothing. Jurisdiction over the division of retirement accounts accumulated during the course of a marriage has always been within the exclusive jurisdiction of the State family courts. The only change brought about by the USFSPA was to allow military retirement accounts to be considered in dividing marital estates outside of the umbrella of the Supremacy Clause of the United States Constitution. Following the enactment of the USFSPA, courts of "competent jurisdiction" were allowed to allocate military retirement accounts pursuant to a statutory scheme. To argue that the judge erred in disregarding the scheme is simply to allege judicial error, a matter which is subject to immediate appeal. This Court should reject the Petitioner's attempt to wrap an alleged judicial error in a jurisdictional blanket. To do so would create uncertainty in all judgments and invite endless appeals from disgruntled parties who have grown unhappy living with the consequences of their own judgments, verdicts and agreements. All the Petitioner has been asked to do in this case is to honor the terms of the agreement that he entered into freely and voluntarily. Respondent respectfully requests that he do so.

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